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Collective Bargaining Agreements

10-7-1973

Great Atlantic and Pacific Tea Company, Inc., Scranton Division and Retail Clerks Union, AFL-CIO, Locals 1687 and 1393 (1973)

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Great Atlantic and Pacific Tea Company, Inc., Scranton Division and Retail Clerks Union, AFL-CIO, Locals 1687 and 1393 (1973)

Location

PA; NY

Effective Date

10-7-1973

Expiration Date

October 1975

Number of Workers

1500

Employer

Great Atlantic and Pacific Tea Company, Inc., Scranton Division

Union

Retail Clerks Union

Union Local

1687, 1393

NAICS

44

Sector

P

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COLLECTIVE BARGAINING AGREEMENT

By and Between

THE RETAIL CLERKS UNION LOCAL NOS. 1687 AND 1393

and

THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, INC.

SCRANTON, PENNSYLVANIA

COLLECTIVE BARGAINING AGREEMENT

By and Between

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SCRANTON, PENNSYLVANIA

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AGREEMENT

PARTIES TO THE AGREEMENT

1. Agreement in effect from the Seventh day of October, 1973 until and including the fourth day of October, 1975 and subject to renewal and extension as herein provided, between THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, INC., Scranton Division, (hereinafter referred to as the "Employer") and the RETAIL CLERKS UNION, LOCALS #1687 and #1393, chartered by the Retail Clerks International Association, AFL-CIO (hereinafter referred to as the "Union"). This Agreement upon its execution thereof shall supersede all previous existing Agreements which have heretofore been applicable to the employees covered by this Agreement.

MANAGEMENT AUTHORITY

2. The Management of the business and the direction of the working forces, including the right to plan, direct and control operations, hire, suspend or discharge for proper cause, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain rules and regulations covering the operations of such stores, are vested in the Employer, subject to the provisions of this Agreement. D63
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RECOGNITION AND JURISDICTION

3. The Employer recognizes the Union as the exclusive representative of all its employees, except Supervisors, Managers and Assistant Managers in all stores which are a part of the Scranton Division as outlined in Schedule "B" of this Agreement, or which may be opened within the Scranton Division, serviced by the Scranton Warehouse or other Warehouses if the store or stores are a part of the Scranton Division, in accordance with past practice, in all negotiations between the Employer and employees.

UNION SHOP

4. It shall be a continuing condition of employment that all of the employees now or hereafter coming under the jurisdiction of this Agreement become and remain members of the Union in good standing on or after the thirtieth (30th) day following their date of employment or the effective date of this Agreement, whichever is later.

5. The Employer shall check off initiation fees and dues from all employees who authorized in writing such deductions and shall remit the same to the Union. It is agreed that the Employer will deduct dues on a weekly basis and remit to the Union monthly.

6. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits and liability that might arise out of or by reason of action taken or not taken in respect to the deduction of dues made pursuant to the provisions of this Agreement.

7. The Employer agrees to discharge any employee for nonpayment of dues and/or initiation fees upon seven (7) days' notice in writing from the Union to do so.

8. Manufactures Representatives will be permitted to price mark and stock their own products in accordance with the following provisions:

- 946
21
- a) Employees in the seniority area who are reduced from full time to part time are reinstated to full time and one night per week.
 - b) When a full time employee is reduced to part time and refuses the opportunity to go to another store for the purpose of maintaining his full time status, manufacturer's representatives will continue to service that store in which the full time employee is reduced.
 - 1. If a second full time employee is reduced to part time in the same store and is offered the opportunity to maintain his full time status by exercising his seniority in the same store refused by the first full time employee reduced, and who is still reduced to part time, manufacturer's representatives will not be permitted to service that store in which the full time employees are reduced.

- c) If a part time employee, covered under the provisions of Article #8, is scheduled to work for less than ten hours in four consecutive weeks, manufacturer's representatives will not be permitted to service that store until that part time employee is scheduled for ten hours or more in four consecutive weeks.
- d) Where possible, full time floaters will be assigned to their home store, or to one store.
- e) The guarantees in this provision are contingent upon there being no conditions such as fires, floods, civil disorders, or other catastrophe beyond the Employer's control, and is applicable only to those employees hired prior to February 14, 1972.

PERSONNEL INFORMATION

9. The Employer will furnish the Union with the following personnel information as requested:

- a) All new employees, where employed, and the starting date.
- b) Change in status of employees from full time to part time, or from part time to full time, and the effective date.
- c) Termination of employees and the effective date, including employees on the thirty (30) day trial period. B41
2
- d) Seniority lists covering all Scranton Division employees covered by this Agreement.
- e) Transfer of employees from one store or from one department to another.

UNION ACTIVITIES

10. There shall be no discrimination against any employee because of Union membership or activities. It is agreed that Union duties and activities will not be carried on during hours of work or on the Employer's premises. This shall not prevent the Union officials from entering stores to satisfy themselves that this Agreement is being observed nor from conducting election of stewards when they deem it necessary. 070
4

LAYOFFS, PROMOTIONS AND SENIORITY

11. In layoffs and rehiring or reduction from full time to part time and subsequent reinstatement to full time, the Employer shall conform to the ordinary rules of seniority, within the seniority areas, as contained in Schedule "B" of this Agreement.

12. When full time rated job openings occur or are about to occur, involving promotions within the bargaining unit, the Employer will post notice, for the same classification of store where the original vacancy occurs, of the opening, showing the rate of pay, in all stores in the seniority area where the opening occurs, at least two (2) weeks in advance of the permanent filling of the position. All full time employees shall be given the opportunity of bidding for the position. Preference will be given to the employee having the longest full time seniority if said employee is qualified for the promotion, and if not, to the employee having the next longest full time seniority if said employee is qualified, etc. Qualifications of employees for promotion and upgrading will be determined in accordance with past practices. The Union office shall be notified of all employees who bid for a job and the successful bidder.

All non-rated full time employees having full time seniority shall have the opportunity, as vacancies occur, of upgrading by bidding for any full time non-rated job opening in accordance with the procedure set forth above. Preference will be given in order of full time seniority to those employees who bid provided said employees are qualified for the upgrade and have the ability to perform the duties of the job being bid. Qualifications and ability of employees for upgrading will be determined in accordance with past practice.

The Employer and the Union agree that neither will discriminate against any employee because of race, color, creed, sex or national origin.

13. Rated job classifications referred to in Paragraph 12 are as follows: Meat Department Head; Produce Department Head (which shall include certain Other Self-Service stores as defined in Schedule "A" of this Agreement); Coffee-Dairy Head; Head Cashier and Boxman in Supermarket type stores; Second Man in Other Self-Service store, Man in Charge of a Night Crew, Deli Department Head. In the event of a reduction in the working force, employees in rated job classifications may be "bumped" only by employees within said rated job classifications, except a

Meat Department Head can bump a Boxman provided the Meat Department Head has no bump in his store classification or lower store classification within a twenty five (25) mile radius of his store, and further, has more seniority in his classification than the Boxman has in his classification.

13A. When a store is re-classified downward, the employee having a rated job classification will continue in said classification for pay purposes even though the store classification may not require said rated job; provided however that said employee could be transferred within the seniority area to a store that rates the classified job without a job bid.

14. The procedure outlined in Paragraph 12 shall be followed on full time job openings not involving promotion, except that in such cases, qualifications being relatively equal, part time seniority will govern.

15. Full time employees reduced to part time shall be given all available work in the seniority area short of overtime conditions, and no new full time employees shall be hired until such full time employees reduced to part time have been reinstated to full time. Said employees may be worked forty (40) hours per week which may include more than one (1) night's work beyond 6:00 P.M. without the application of time and one-half, in excess of one (1) night per week after 6:00 P.M., as set forth in Paragraph 50 of this Agreement, for the express purpose of maintaining their forty (40) hour status. Said employees shall be reinstated to full time limited to working one (1) night per week beyond 6:00 P.M., in accordance with past practice and seniority. Full time employees hired on or after November 1, 1973 may be scheduled to work two nights per week beyond six (6) P.M. within a forty hour schedule without the application of overtime.

B44
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16. Where practicable, the Employer shall endeavor to combine existing part time assignments by seniority within each store, providing the employee is able to perform the work available so as to provide the maximum part time employment per individual within the definition of part time employment and to further create as many full time positions as possible.

17. Seniority shall be calculated by continuous service with the Employer from the last employment date. Employees laid off and subsequently rehired by the Employer within six (6) months from the layoff date shall retain their former seniority regardless of any change in their places of employment.

B43
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18. Employees reduced from full time to part time shall retain all benefits accruing to full time employees in this Agreement, and they shall not suffer loss of seniority as long as they remain on the payroll. If laid off completely, they shall retain their seniority for a period of six (6) months thereafter. Upon the effective date of the jointly administered Health & Welfare Fund and thereafter, said employees will retain Health and Welfare Benefits only as provided for by the Fund, and all other benefits accruing to full time employees according to past practice.

19. Prior notice of not less than one (1) week shall be given to any full time employee transferred from one store to another within the seniority area, except in an emergency; provided, however, that no notice is necessary when an employee is replaced by another employee as a result of the application of seniority.

20. All employees absent on account of ill health, and unable to perform any work or attend school, shall retain their seniority for a period of one (1) year from the date of their absence. Sickness leave of absence will commence the week following the receipt by the employee of the final sick benefit payment. For full time employees having five (5) years or more of continuous service with the Employer, the maximum period of absence permitted will be one (1) year, subject to renewal and extension for additional periods of only one (1) year during each renewal. These additional one (1) year renewal periods may be granted only through the joint and mutual consent of both the Union and the Employer.

21. Part time employees' seniority, except for full time work as provided for in Paragraph 14, will apply in the employee's store only, and part time employees will not be transferred from store to store except in an emergency; provided, however, that under certain conditions, such as but not limited to, a new store opening, part time employees having the highest seniority should be offered the job providing the greater number of hours of work per week. Availability of part time employees to perform work assignments must be considered in determining seniority.

21A. If a part time employee with one or more years continuous employment is reduced to 10 hours or less per week for four (4) consecutive weeks, said employee shall have the right to bump a less senior part time employee within the seniority area providing he/she can perform the duties of the employee being bumped.

D46
2

The employee exercising the bump must remain in the store to which he/she is transferred unless again reduced in hours or laid off as above. It will be the responsibility of the employee to notify his/her Store Manager of his/her intent to bump no later than Monday of the fourth week or subsequent weeks of reduced hours or lay-off.

22. When a part time employee works a forty (40) hour week, either temporarily or permanently, he will be given credit for his part time experience on the basis of actual hours worked in determining his proper full time wage scale according to Schedule "A" of this Agreement.

22A. When a part time employee or temporary summer employee hired after 7/4/71 works forty (40) hours per week or thirty-two (32) hours during a holiday week, his/her wages will be computed by multiplying his/her hourly rate by forty (or 32). Part time employees and temporary summer employees hired after 7/4/71 may be scheduled up to five (5) nights per week within a forty hour schedule at straight time hourly rate.

22B. When a part time employee or temporary summer employee is advanced to a permanent full time position, he/she will be given credit for his/her part time experience on the basis of actual hours worked in determining his/her correct full time wage according to Schedule "A" of this Agreement.

23. Employees of the Employer in a capacity outside of the bargaining unit, as set forth in Paragraph 3 above, who are reassigned to employment within said bargaining unit, shall be considered as new employees for seniority purposes for the first six (6) months of full time employment within the bargaining unit, after which their seniority shall date from their full time employment with the Employer.

24. Employees of the Employer who had previously been employed in a capacity within the bargaining unit subsequent to the establishment of the collective bargaining unit involved and who, while continuously employed by the Employer, were assigned to employment in a capacity outside of the bargaining unit, and who are reassigned to employment within said bargaining unit, shall be considered as having seniority from the date of their full time employment with the Employer. Seniority will be recognized only in the seniority area from which they were promoted.

25. Employees of the Employer in a capacity outside of the bargaining unit, as set forth in Paragraph 3 above, who are reassigned to employment within said bargaining unit, where such reassignment results in an equal exchange (i.e., one employee is assigned employment from within to outside the bargaining unit at the same time and in the same seniority area as one employee is assigned from outside to within the bargaining unit), said employee shall be given credit for his Company seniority, but not to exceed that of the employee he replaces for the first six (6) months of full time employment within the bargaining unit, after which his seniority shall date from his full time employment with the Employer.

26. A Grocery Department employee accepting an appointment as an Apprentice Meat Cutter shall be considered to be on a trial basis for a one (1) year period, during which time he may return to the Grocery Department and retain his grocery seniority. His seniority in the Meat Department, as Apprentice Meat Cutter, will commence on the day of his appointment as Apprentice Meat Cutter. After one (1) year, said employee shall have no seniority in the Grocery Department. Such transfer and trial period will apply only one time per employee, for seniority purposes.

26A. For purposes of this Agreement meat seniority is separate from other seniority in the seniority area. Meat Department Heads, boxmen, journeyman meat cutters, and apprentices have seniority in classification provided however that journeymen meat cutters and/or apprentices who would otherwise be reduced in hours or laid off on the basis of seniority must bump within his classification within twenty-five (25) miles of his home store and within his seniority area. If no bump is available within his classification within twenty-five (25) miles of his home store and within his seniority area, he may then bump a weigher-wrapper provided he has seniority over the weigher-wrapper and provided that any clerk-checker-weigher-wrapper, or checker-weigher-wrapper in the seniority area having more seniority can also claim such hours. The journeyman shall receive the top apprentice rate for the actual time spent as a weigher and wrapper, but for any time spent performing journeyman duties he shall receive his regular rate.

27. If a full time job opening, involving promotion or not, occurs in any seniority area and the provisions of Paragraph 12 have been fulfilled, the job

being properly posted, and no employees or no qualified employees in the seniority area have bid for the job, then the Employer may offer the job to an employee from a different seniority area. If such an employee accepts the position, he shall retain his Company seniority. If, however such an employee desires to return to his former seniority area, within one (1) year from the date of transfer he shall retain his Company seniority and former or equal position. After a one (1) year period, he will retain his Company seniority only in the seniority area to which he was transferred.

DEFINITION OF EMPLOYEE

28. For the purpose of this Agreement, any employee who works forty (40) or more hours per week for six (6) or more consecutive weeks will be considered a full time employee, except as provided in Paragraph 30 below for the resort areas and a further exception when a part time employee works forty (40) hours per week while relieving for vacations or sickness. Any part time employee who has worked forty (40) hours or more per week for six (6) or more consecutive weeks, unless otherwise excepted, shall be considered working in a regular full time job. At that time the procedures outlined in Paragraph 14 of this Agreement shall be applicable to the job.

29. A part time employee is defined as one who works less than forty (40) hours per week, or less than thirty-two (32) hours per week during a holiday week.

30. Full time employees reduced to part time shall be paid on a pro-rata basis of their full time weekly rate, or the part time rate according to their experience on an accumulative basis, whichever is the greater. They shall acquire service for their full time rate on the basis of the actual hours worked. In the resort area the Employer shall have the privilege of working any employee forty (40) hours per week during the period May 30 to September 30 as full time and then reducing them to part time with a part time rate according to seniority; provided, however, that any part time employee who works full time after September 30 of any year shall be given full time credit for his entire full time employment, except as otherwise provided for in Paragraphs 22 and 28 of this Agreement.

31. Seniority areas within the Scranton Division effective during the term of this Agreement are set forth in the Schedule annexed hereto, made a part hereof, and marked Schedule "B". Stores marked with asterisk denotes summer point.

LEAVE OF ABSENCE

32. Any member of the Union who is elected or appointed to a full time position with the Union, or who is elected or appointed as a Delegate or representative of the Union in any activity necessitating temporary absence from his employment, shall be granted such leave of absence without pay and without loss of any seniority, and at the end of such service in the business of the Union, he shall be re-employed at his former wage rate, plus any increase or less any reduction that may have become effective during his absence. Two (2) weeks' notice must be given to the Employer in the above instances. C59/1

33. The maximum period of absence permitted will be one (1) year subject to renewal and extension for additional periods of only one (1) year during each renewal. These additional one (1) year renewal periods may be extended only through the joint and mutual consent of both the Union and the Employer.

33A. Full time employees having one (1) or more years full time service may request a personal leave of absence not to exceed thirty (30) days. Only one (1) personal leave of absence may be requested within a twelve months period. Requests for leave of absence shall be submitted to the Store Manager in writing and forwarded to the Personnel Department. The Company shall acknowledge the request in writing. In cases of emergency a personal leave of absence may be requested by telephoning the Personnel Department. Such emergency calls must have the approval of the Supervisor, or the Store Manager. The employee shall suffer no loss of benefits or seniority while on approved leave. C58/1

Employees taking other employment or falsifying reasons for their leave shall be subject to discharge. Consideration will be given by the Company to a request for one additional thirty (30) day period for extenuating circumstances.

MILITARY SERVICE

34. An employee returning from Military Service shall be reinstated in accordance with Federal Reinstatement Laws. C61/1

35. An employee who is an active member of any National Guard or other military reserve unit, who is required to report for military duty for a period not to exceed two (2) weeks, may be permitted to use this period or part of it for his vacation if he is entitled to vacation. If one of the holidays listed in Paragraph 73 falls within this two (2) week period, said employee will be given another day off with pay or an additional day's pay at the discretion of the Employer, provided he qualifies for holiday pay as otherwise provided for in this Agreement.

C44
1

MATERNITY LEAVE OF ABSENCE

36. Maternity leave of absence shall be granted provided the request is in writing and is accompanied by a physician's statement verifying pregnancy and the anticipated date of birth. The employee shall be required to furnish the employer with such notification prior to the end of the fifth (5th) month of pregnancy. The leave will commence at the time requested by the employee's physician and will expire ninety (90) days after the date of birth or miscarriage unless the employee's doctor certifies that a longer period of time is necessary. However, the leave of absence will not be extended beyond one (1) year. The employee must give fourteen (14) days notice of desire to return to work and present a clear release from the attending physician.

C62
1

GRIEVANCE AND ARBITRATION

37. In the case of any complaint arising out of the interpretation or application of any provision of this Agreement on the part of either the Employer or the Union, the matter shall be taken up in the first instance between the Employer and the Union without delay.

38. Should these parties be unable to settle any grievance arising out of the interpretation or application of any provisions of this Agreement, the matter may be referred by either party to a Board of Arbitration consisting of one (1) member selected by the Employer, one (1) member selected by the Union and the third (3rd), who shall act as Chairman, selected by the two as chosen.

F12
7/1

39. Either the Employer or the Union may submit such unsettled grievance to arbitration by giving written notice of the name of their board member and the issue it desires to arbitrate to the other party within two (2) days of the

failure of the conference referred to in Paragraph 37 to adjust the difficulty.

40. It is agreed that the parties shall make every effort to choose the impartial arbitrator themselves. Only in the event they are unable to agree upon the impartial arbitrator within five (5) days, the American Arbitration Association shall be requested to appoint the third arbitrator.

41. The majority of the Board of Arbitration must render a decision not later than thirty (30) days after the grievance has been submitted to them. This period may be extended beyond the thirty (30) days only through the joint and mutual consent of both the Union and the Employer.

42. The expense of the third and impartial arbitrator shall be shared equally by the parties to this Agreement, and the decision of the Board shall be final and binding upon both parties.

43. At any step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to its responsibility of representing any aggrieved employee covered by this Agreement; to decline to process a grievance, complaint, difficulty or dispute further, if in the judgement of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement or has been amicably adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

44. All grievances must be brought to the attention of the parties hereto within 14 calendar days after the occurrence.

TRIAL PERIOD AND APPROVAL

45. The first thirty (30) days employment service of an employee shall be considered a trial period. The Employer may dismiss or discharge any new employee for any reason whatsoever within the first thirty (30) days of his employment, and there shall be no right to appeal.

46. In case of disciplinary action, suspension or discharge of an employee who has been in the service of the Employer for more than thirty (30) days, such employee shall have the right to appeal to the Union within two (2) weeks after the date of discharge. The Employer will notify the Union promptly of any

suspensions or discharges. Upon such appeal, the Employer and the Union shall jointly investigate the reasons for such disciplinary action, suspension or discharge and the justification thereof. If the Union and the Employer cannot agree as to the justification of such disciplinary action, suspension or discharge, the matter shall be arbitrated in accordance with the provisions of Paragraphs 37, 38, 39, 40, 41, 42, 43 and 44.

ENFORCEMENT OF STANDARDS

47. The Union agrees to do every thing within its power to enforce the Employer's rules and regulations and through advice, instruction and example, to maintain the highest standard of work.

STRIKES AND LOCKOUTS

48. It is mutually agreed by the parties to this Agreement there shall be no strike or stoppage of work by the employees or by the Union, nor shall there be any lockout by the Employer during the life of this Agreement, and any differences or misunderstandings which may arise out of the interpretation or application of any provision of this Agreement between the contracting parties shall be amicably adjusted by and between the parties themselves. If the parties themselves cannot amicably adjust the differences the matter shall be referred to a Board of Arbitration as provided in Paragraphs 37, 38, 39, 40, 41, 42, 43 and 44.

49. Nothing herein contained shall compel any employee to walk through a picket line set up as a part of a duly authorized and legally called strike against the Employer. The Union will notify the Employer and employees within twenty-four (24) hours of the authenticity and legality of such strikes.

WORK WEEK

50. The work week shall consist of five (5) days to be worked within forty (40) hours. All work in excess of five (5) days per week or forty (40) hours per week shall be on an overtime basis at the rate of time and one-half. Work performed by full time employees before 7:00 A.M. (6:00 A.M. in resort areas, May 30 to September 30) or after 6:00 P.M. with the exception of 10:00 P.M. on

any one (1) night each week (two (2) nights per week for full time employees hired after November 1, 1973) shall be at time and one-half. Work performed by part time employees between 7:00 A.M. (6:00 A.M. in resort areas, May 30 to September 30) and store closing hours shall be at the straight time hourly rate. Work performed by part time employees before 7:00 A.M. (6:00 A.M. in resort areas, May 30 to September 30) and after store closing hours will be paid at the rate of time and one-half. B62
150

51. Any full time employee working a shift of ten (10) hours or more shall not be required to work more than eight and one-half (8½) hours on the day preceding or following such a shift of ten (10) hours or more, unless overtime is involved, or unless classified as a night shift employee.

52. No split shifts will be permitted.

53. Employees may be scheduled to work up to thirty (30) minutes after the regular store closing hours, within the work week for full time employees and within the limits of hours for part time employees without being eligible for premium or overtime pay, except as otherwise herein provided, and provided further, that the scheduling of employees to work up to thirty (30) minutes after regular store closing hours shall be on a rotation basis.

RELIEF PAY

54. In a department where the Meat Department Head, Produce Department Head, Boxman, Head Cashier, Coffee-Dairy Head, Second Man in Charge of an Other Self-Service store or Head of the Night Crew or Deli Department Head is off three (3) or more days, including his normal day off, in any one (1) week, the relief man shall receive an additional amount representing the difference between the contract rate of his position and the contract rate for the position in which he relieves, for the time spent in relief, but in no case will he be paid in excess of the actual salary of the individual being relieved. In all instances involving relief of Head Cashier, payment of the applicable relief rate will be contingent on the ability of the relief employee performing all duties of the employee being relieved. If a trained Head Cashier is available in the seniority area, he/she must be offered the Head Cashier relief work.

NIGHT SHIFT

55. Any employee working two (2) or more nights per week shall be entitled to a night premium of ten (\$10.00) dollars per week. A night shift is defined as follows:

- a) A shift commencing after store closing hours, or
- b) A shift commencing at 5:00 A.M. or not later than 6:00 A.M.
- c) When a night shift is established in a store it should be a regular shift and not on and off on a weekly basis.
- d) When a night shift is discontinued and then re-established after a period of three (3) months, the position of Head of the Night Crew will be re-bid.

56. Any employee who has served one (1) or more consecutive years on a night shift shall have the right to exercise his seniority for day work within his store only, providing the employee who is to be bumped on day work can qualify for night shift work, and further providing that not more than one such change shall take place in the individual store within a thirty (30) day period.

57. In the case of emergency causing the absence from work of a night shift employee, another employee may be assigned to the night shift for one or more nights at the applicable night premium rate. For any employee working on the night shift for less than two nights for other than emergency conditions, over-time rate shall apply.

58. In addition to the ten (\$10.00) dollars per week premium the man in charge shall receive four (\$4.00) dollars per week over and above his scale.

59. The above rates are to be considered regular wage rates for such employees for purposes of compensation for vacations, holidays, sick pay and overtime. In no case will a night shift consist of one (1) employee.

60. No night shift employee will be scheduled to work between 6:00 P.M. Christmas Eve and 5:00 A.M. the day after Christmas, nor between 6:00 P.M. New Year's Eve and 5:00 A.M. January 2nd.

HOLIDAY WORK WEEK

61. During a holiday week, the work week for all full time employees shall consist of four (4) days to be worked within thirty-two (32) hours. All work in excess of the above limitations for full time and part time employees during a holiday week shall be paid for at the rate of time and one-half. In the event major competition requires the Employer to keep its stores open after 6:00 P.M. on Christmas Eve or New Year's Eve, all time worked after 6:00 P.M. by full and part time employees will be at the rate of time and one-half.

OVERTIME AND WORKING CONDITIONS

62. Overtime shall be worked when necessary and shall be paid for in cash at the appropriate overtime rates.

62A. Overtime shall be offered on the following basis:

1. Within department by classification.
2. Department seniority.

63. Any employee called in to work on his regularly scheduled day off will be guaranteed four (4) hours at overtime rates, and his work schedule for the remainder of the week shall remain unchanged.

64. Meal periods, without pay, shall be specified by the Employer, but shall consist of one (1) hour unless a one-half ($\frac{1}{2}$) hour meal period is mutually agreed upon between the Employer and the employee. Lunch periods shall not be scheduled to start earlier than two (2) hours or later than five (5) hours after the beginning of the work day.

64A. Not more than one, one-hour meal period may be scheduled during any shift consisting of nine (9) hours or less of actual work.

65. Full time employees shall receive two (2) fifteen (15) minute rest periods daily, unless scheduled for a short day's work, not involving a meal period, when one (1) fifteen (15) minute rest period shall be granted. Rest periods shall be scheduled as near as possible to the middle of the work period. Part time employees shall receive one (1) fifteen (15) minute rest period for each scheduled four (4) hours, except if scheduled for seven (7) hours in a work day, when they shall be granted two (2) fifteen (15) minute rest periods. Any

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employee scheduled to work twelve (12) or more hours in a work day shall receive a third (3rd) rest period of fifteen (15) minutes, which shall be taken after the ninth (9th) hour of work.

66. Overtime as used in this Agreement shall mean overtime exclusive of regular weekly wages. In no case will overtime be paid on overtime.

67. Part time employees called in and reporting for work shall be guaranteed eight (8) hours on Friday and/or the long day preceding a holiday, six (6) hours on Saturday, and four (4) hours on all other days; provided, however, the employee is regularly available for such work. This provision shall not apply to anyone unable to work the guaranteed time. The eight and six hour guarantees will not apply to students temporarily available to work these hours. Part time employees, hired on or after November 1, 1973, called in and reporting for work shall be guaranteed four (4) hours work per day. The guarantees in this paragraph are contingent upon there being no condition beyond the Employer's control, such as fires, floods, civil disorders, etc., which prevents or interferes with the normal operation of the business.

68. When any employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule in order to avoid overtime.

COST OF TRANSPORTATION

69. The Employer agrees to pay the difference in the cost of transportation to full time employees temporarily transferred from one location to another on the following basis when such transfer increases their normal cost of transportation:

The difference in the cost of public transportation, if available and convenient, according to the employee's work schedule, otherwise a rate of eleven (11¢) cents per mile.

Transportation will not be paid in the application of seniority for available hours.

HOLIDAYS

70. All work performed on the legal holidays listed in Paragraph 73 below shall be compensated at twice the employee's straight time hourly rate in addition to the straight time holiday pay.

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71. Upon the completion of sixty (60) days with the Employer, regular full time employees shall be paid eight (8) hours at the straight time hourly rate if there is no work to be performed on said holidays, provided the employee works on his/her scheduled work day before and his/her scheduled work day after such holiday, Sundays excepted, unless legitimately excused.

72. Triple time will be paid for all work performed on Sundays only when the store is open for business, except in cases of emergencies which may include competitive store openings. In such instance double time will be paid (straight time plus straight time). When store is not open for business, work performed on Sundays as a result of an emergency shall be compensated at the rate of double time (straight time plus straight time). The Employer may schedule fifty (50) per cent of the required work force for Sundays and Holidays with part time employees. Sunday and Holiday work will be performed by qualified employees on a rotation basis according to seniority.

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73. During the life of this Agreement the following holidays or the days observed as such shall be celebrated:

New Year's Day
Easter Monday
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day

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When a holiday referred to in this paragraph falls on a Sunday, the following Monday will be observed.

74. Upon the completion of three (3) months' service with the Employer, regular full time employees shall be entitled to two (2) personal holidays of eight (8) hours each within each calendar year, and part time employees shall be entitled to two (2) personal holidays of four (4) hours each within each calendar year, which may be taken at a time which is mutually satisfactory to the Employer and the employees. One (1) personal holiday shall be taken in the first six (6)

months of the calendar year and the second shall be taken in the second six (6) months of the calendar year. If the employee has not made his selection by June 1 for the first (1st) personal holiday and December 1 in the case of the second (2nd) personal holiday, the Employer shall assign the personal holidays. However, if not taken, the employee is still entitled to said personal holidays in accordance with past practice.

If the service requirement is fulfilled after July 1, of any year, the employee will be entitled to one (1) personal holiday for that year. If an employee terminates prior to July 1 of any year he will be entitled to one (1) personal holiday for that year. This provision shall not apply to employees who retire.

75. All part time employees, upon the completion of ninety (90) days, but less than one (1) year of continuous service with the Employer, shall be paid four (4) hours' holiday pay at the straight time hourly rate, provided one of the holidays listed in Paragraph 73 above falls on a day he/she would normally be scheduled to work, provided such employee works his/her scheduled work day before and his/her scheduled work day after such holiday, Sundays excepted, unless legitimately excused. Work schedules shall not be changed for the purpose of avoiding holiday pay.

A part time employee with one (1) or more years of continuous service, regardless of whether he/she is normally scheduled to work on the day that the holiday falls, shall receive holiday pay of four (4) hours, provided he/she works at least one (1) day during the calendar week in which the holiday falls and provided such employee works his/her scheduled work day before and his/her scheduled work day after such holiday.

DEATH IN FAMILY

76. In the case of a death in the immediate family of a full time employee (i.e., the death of a parent, spouse, child, brother, sister, mother-in-law, father-in-law, legal guardian) the Employer shall grant a leave of three (3) continuous days to the said employee with regular pay for said days. In the event of a death of a grandparent, grandchild, sister-in-law or brother-in-law, the employer shall grant a leave of one (1) day with pay to attend the funeral.

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JURY DUTY

77. Full time employees actually summoned and serving on juries will be granted time off, when needed, for actual jury duty and will receive the difference between their straight time basic weekly pay and the amount received while on jury duty, except such jury duty fee which they receive while on their normally scheduled day off. They will be expected to work on days when the jury is not in session, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay, nor his normal weekly schedule.

VACATIONS

78. Full time employees with one (1) or more years of continuous service will be granted vacations as follows:

<u>Annual Vacation</u>	<u>Pro-Rata Vacation on Termination</u>
One (1) week after one (1) year continuous full time service	1/12 week for each full month of service
Two (2) weeks after three (3) years continuous full time service	2/12 week for each full month of service
Three (3) weeks after eight (8) years continuous full time service	3/12 week for each full month of service
(Effective January 1, 1974) Four (4) weeks after fourteen (14) years continuous full time service	4/12 week for each full month of service
Five (5) weeks after twenty-two (22) years continuous full time service	5/12 week for each full month of service

Vacations in excess of two (2) weeks will be on the basis of two (2) weeks uninterrupted vacation and the third, fourth, and fifth week will be mutually agreed to by the Employer and the employee.

Employees entitled to five (5) weeks vacation must take one (1) week during the first three (3) months of the year and one (1) week during the last three months of the year.

79. A vacation schedule must be posted by January 2nd of each year and remain posted during the entire calendar year. Vacations must be selected by April 1st of each year by all eligible employees, covered by the Agreement, on the basis of length of service with the Employer, subject to the requirements

of the business, with preference given to full time employees. Vacation schedules for Floaters will be posted in their home stores. Vacation weeks will not be crossed out on the vacation schedule, however vacations will be scheduled in accordance with the requirements of the business.

80. Any employee failing to select vacation by said date, will be assigned vacation by management and said vacation noted on the vacation schedule by April 15th of each year. Any change to the vacation schedule after April 1st, of each year, must be made by mutual agreement.

81. Part time employees shall be granted vacation with pay pro-rated on the average weekly hours for the year under the same terms and conditions as set forth for full time employees. For vacation credit purposes, part time employees advanced to full time subsequent to January 1, 1961, will be given vacation credit based on their accumulated hours. Part time employees may not be required to take vacation time off. By mutual agreement between the Employer and employee, part time employees may work during the week selected as their vacation at their straight time hourly rate. Said part time employee may, by mutual agreement, select another week for vacation time off with pay or receive vacation pay in lieu thereof.

82. Full time employees reduced to part time and subsequently reinstated to full time shall be considered to have no break in full time employment for vacation purposes.

83. In the event the service of any employee is terminated for any reason whatsoever, voluntarily or involuntarily, except for discharge due to dishonesty or just cause, before the vacation earned has been taken, there shall be paid to such employee salary covering the period of vacation to which he is entitled upon the termination of such services in accordance with the vacation entitlement outlined in Paragraph 78.

84. If one of the holidays specified in Paragraph 73 falls within a full time employee's vacation, the employee shall be granted one (1) additional day's paid vacation, any day during the week following his/her vacation, or an equivalent day's pay based on one-fifth (1/5th) of his regular weekly salary at the option of the Employer. This provision applies even though the holiday falls on the day of the week which would ordinarily be the day off of the employee.

85. The provisions of Paragraph 84 above shall apply to part time employees otherwise eligible for holiday pay.

86. Full time employees called in and reporting for work while on vacation will be guaranteed a minimum of four (4) hours work. Said work will be paid at the rate of time and one-half in addition to the employee's vacation salary.

WAGES

87. The wage scale to be effective during the term of this Agreement is set forth in the Schedule annexed hereto, made a part hereof and marked Schedule "A".

PRIVILEGE CLAUSE

88. No members of the Union shall suffer a reduction in wages or a reduction in vacation time by any provision of this Agreement and all privileges not covered hereby shall continue as heretofore and shall not be eliminated or abridged by virtue of the signing of this Agreement.

89. All new employees shall be given credit for prior retail chain or comparable store, grocery or meat experience acquired within four (4) years prior to the date of employment with the Employer, provided this experience is declared at the time application for employment is made, subject to verification by the Personnel Department of the Employer.

LAUNDRY

90. All coats and aprons required by the Employer to be worn in the store shall be furnished and laundered by the Employer.

UNION STORE CARD

91. The Union agrees to furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by this Agreement to be displayed in the customer area of the premises. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

VALIDITY OF CONTRACT

92. The parties hereto agree that should any part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said part or paragraph shall not affect the validity and enforceability of any other part or paragraph hereof, and the remainder of this Agreement shall continue in full force and effect. The parties also agree to renegotiate any article, part or paragraph of this Agreement that has been declared unlawful, invalid or unenforceable as specified above.

STEWARDS

93. It is understood that the Stewards of the Union at all times shall be full time employees and shall be the last to be laid off or reduced in classification as a result of a reduction in the work force, and the Union shall furnish the Employer with a complete list of Stewards which shall be supplemented from time to time as may be necessary. B42
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94. The store Manager will inform store Stewards regarding any change in personnel in their stores or any change in the status of employees.

95. It is understood that the Union will use its best efforts to secure as Stewards a high calibre of employee who shall be required to conform to the standards and qualifications required by the Union.

WORK SCHEDULE

96. The Employer agrees to post a work schedule, in ink, in each store and market by Saturday preceding the week for which it becomes effective, however, the Employer reserves the right to make necessary changes due to emergencies which may arise. Any employee who is not scheduled to work on Saturday will be notified not later than his quitting time Friday of his schedule for the following week. Work schedules of employees should remain unchanged from week to week whenever possible, so that employees' days off will be uniform. Work schedules shall be posted by 3 P.M. Saturday.

97. Once the work schedule is posted and an emergency arises, defined herein as absence caused by sickness, accident or death in family, or unexcused absence, and the Employer has made a sincere effort to call in any full time employees reduced to part time without success, then part time employees may be offered work in accordance with seniority for the calendar week in which the emergency occurs, without it being considered in violation of Paragraph 15 above.

HEALTH AND WELFARE FUND

98. The Employer agrees to participate in and contribute to the Retail Clerks Union Regional Health & Welfare Fund. This Fund will be used to provide insurance, hospitalization, scholarships and other benefits for eligible employees covered by this Agreement, and their dependents as determined by the Fund. This Agreement to participate is contingent on the following conditions being satisfactorily resolved:

A. The Health & Welfare Fund shall be such as will receive and continue to qualify for U. S. Treasury Department approval so that contributions by the Employer may qualify as tax deductions in accordance with applicable laws and regulations. The Employer will not be obligated to make any contributions to the Fund which are not deductible from gross income for Federal Income Tax purposes. The Fund must be actuarially sound and must be jointly trustee-administered and regulated in conformance with existing and future laws.

B. Contributions will be made by the Employer as follows:

Full-time employees - first of the month following completion of thirty (30) days full-time service.

Effective January 1, 1974 the sum of seventy (\$70.00) dollars per month for all full-time employees which includes the contribution for sickness and disability benefits as provided through the Retail Clerks Regional Health & Welfare Fund.

Part-time employees - first of the month following completion of three (3) months service with the Company.

Effective January 1, 1974 the sum of twelve (\$12.00) dollars per month. Payments to the Fund in behalf of Employees qualifying in accordance with the preceding paragraph will be made on or before the twentieth (20th) day of each month for the preceding month.

- C. The Company agrees to increase the Health & Welfare contributions for full-time and part-time employees proportionate to the amount of increase negotiated by the contributors in the Food Industry and members of the Health & Welfare Fund on or after October 1, 1974. In the event utilization dictates a favorable experience it will be reflected in the proportionate increase.

SICKNESS AND DISABILITY CLAUSE

- A. The Employer agrees through the Retail Clerks Regional Health & Welfare Fund to provide weekly disability benefits for each employee for whom contributions are required under B of this section.
1. The Trust Fund must have and maintain Treasury Department approval as well as approval of other government agencies having jurisdiction thereof. The Employer will not be obligated to make any contributions to the Fund if they are not deductible for income tax purposes.
 2. The jointly managed fund shall be administered by an equal number of Trustees representing the Employer and an equal number representing the Union. The Fund shall be used to provide weekly disability benefits for eligible employees of the Employer as provided by a plan to be adopted by the Trustee.
 3. The Trust and Plan shall provide, among other things, that all benefits under the Plan and all costs, charges and expenses of administering the Plan as well as any taxes levied or assessed upon the Trust or Plan or any income therefrom shall be paid out of the Fund.

- B. 1. Commencing with the effective date the Employer agrees to pay to the above referred to Fund (hereinafter - the "Fund") on behalf of each part-time employee covered by this Agreement a total contribution of seven and one-half ($7\frac{1}{2}$) cents per hour for each hour said employee received pay, up to a maximum of forty (40) hours in any one week, towards the benefits provided under the Fund. Contributions to be made as follows:

Part-time Employees - Commencing with the first day of part-time service with the Company.

- C. It is agreed by and between the parties hereto that as of the effective date hereof, the employees covered by this Agreement shall automatically cease to participate or become eligible to participate in Scranton Clerks Health & Welfare Fund.

CONTINUANCE OF CONTRIBUTIONS

The Employer agrees to continue to contribute into Retail Clerks Union Health & Welfare Fund and Sickness and Disability Fund as follows:

- A. In the event of occupational injury or non-work accident or sickness, six (6) months contribution following the month in which a full-time employee incurred accident or sickness; one (1) months contribution following the month in which a part-time employee incurred accident or sickness.
- B. For full-time employees involuntarily reduced to part-time status by the Employer, six(6) months contributions will be made following the month in which the employee was reduced to part-time status.
- C. For the purposes of Health & Welfare contributions, an employee's status shall not change from full-time to part-time or part-time to full-time until the first contribution following the reduction or advancement of the employee.

PENSION PROVISION

99. (A) Effective November 1, 1973, the Employer agrees to contribute to the Retail Clerks Tri-State Pension Fund twenty (20%) cents per hour worked for each full time employee up to a maximum of forty (40) hours per week. For the purpose of this paragraph, a "full time Employee" is defined as an employee who has completed a thirty (30) day probationary period and is regularly and continuously scheduled to a forty (40) hour week. Paid holidays and paid vacations shall be considered as time worked.

(B) Effective 11/1/74 the Employer agrees to contribute to the Retail Clerks Tri-State Pension Fund \$36.56 per month for each full time employee to provide for a monthly pension of \$7.50 for each complete year of credited service.

(C) Effective 4/1/75 the Employer agrees to contribute to the Retail Clerks Tri-State Pension Fund \$41.12 per month for each full time employee to provide for a monthly pension of \$8.50 for each completed year of credited service.

(D) It is further understood and agreed that the Pension Plan shall be considered as Appendix I of the Agreement and Declaration of Trust. Such plan shall include, among other things:

- (1) A provision that a participant under the plan who has reached his sixty-fifth (65th) birthday shall be eligible for a monthly pension of \$6.50 for each completed year of credited service (\$7.50 effective 11/1/74, \$8.50 effective 4/1/75).
- (2) A provision for early retirement at age sixty-two (62) and 10 years of credited service shall be provided under the plan.
- (3) A provision for early retirement at age fifty-five (55) and 10 years of credited service - actuarially reduced - shall be provided under the plan.
- (4) A provision for a death benefit of one-thousand dollars (\$1,000) which will be the only survivor benefit under the plan.

- (5) To provide 100% vesting of applicable benefits in effect on the date of any employee's termination from the plan, such vesting to apply only if upon such termination date the employee shall have attained age fifty (50) and fifteen (15) years of credited service under the plan.

(E) The Pension Plan must have the continuing approval of the Internal Revenue Service as an exempt plan.

(F) It is agreed that it shall be mandatory that each employee covered by this agreement shall retire the first of the month following his or her sixty-fifth (65th) birthday.

(G) It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the plan.

DURATION OF AGREEMENT

100. This Agreement shall be in full force and effect from October 7, 1973 until and including October 4, 1975, and shall continue in effect from year to year from October 7, 1973 unless either party serves notice in writing on or before July 4, 1975 or July 4 of any year thereafter, of a desire for termination of or for changes in the Agreement. In the event either party serves such notice, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that pending the results of the negotiations, neither party shall change the conditions existing under the Agreement.

101. The parties hereto, their successors in title and assigns, intending to be legally bound by this Agreement, have executed this Agreement this 7th day of October, 1973 by their duly authorized representatives.

FOR THE EMPLOYER:

THE GREAT ATLANTIC AND PACIFIC
TEA COMPANY, INC.

FOR THE UNION:

LOCAL NO. 1687 AND LOCAL
NO. 1393

William Madison
James Peters
William St. John
Local 1393

SCHEDULE "A"

WAGES

1. All full time and part time employees on the payroll October 7, 1973 will be granted the following increases on their existing rates or be advanced to the new wage schedule, whichever is the greater.

EFFECTIVE 10/7/73

Meat Dept. Head.....	\$11.00 per week
Journeyman.....	\$11.00 per week
Meat Apprentice.....	\$11.00 per week
Produce Dept. Head.....	\$10.00 per week
All other full time.....	\$9.00 per week
All part time.....	.15 per hour

2. All full time and part time employees on the payroll October 6, 1974 will be granted the following increases on their existing rates or be advanced to the new wage schedule, whichever is the greater.

EFFECTIVE 10/6/74

Meat Dept. Head.....	\$12.00 per week
Journeyman.....	\$12.00 per week
Meat Apprentice.....	\$12.00 per week
Produce Dept. Head.....	\$11.00 per week
All other full time.....	\$10.00 per week
All part time.....	.15 per hour

	Effective 10/7/73 to <u>10/5/74</u>	Effective 10/6/74 to <u>10/4/75</u>
<u>Meat Department Head</u>		
Supermarket.....	\$222.86	\$234.86
Special Development.....	\$217.51	\$229.51
Other Self Service.....	\$211.09	\$223.09
<u>Produce Department Head</u>		
Supermarket.....	\$197.79	\$208.79
Special Development.....	\$192.44	\$203.44
Other Self Service.....	\$181.20	\$192.20
(\$750 weekly Produce volume)		
<u>*Coffee-Dairy Head, Head Cashier.</u> <u>2nd Man Other Self Service Store.</u> <u>Deli-Department Head</u>		
1st 6 months.....	\$127.49	\$137.49
2nd 6 months.....	\$132.84	\$142.84
3rd 6 months.....	\$145.68	\$155.68
4th 6 months.....	\$154.24	\$164.24
5th 6 months.....	\$162.80	\$172.80
Thereafter.....	\$172.43	\$182.43
<u>Journeyman</u>	\$198.25	\$210.25
<u>Meat Apprentice</u>		
1st 6 months.....	\$161.87	\$173.87
2nd 6 months.....	\$169.36	\$181.36
2nd year.....	\$176.85	\$188.85
3rd year.....	\$186.48	\$198.48
Thereafter.....	\$198.25	\$210.25

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	Effective 10/7/73 to 10/5/74	Effective 10/6/74 to 10/4/75
<u>Full Time Clerk, Checker, Weigher and Wrapper</u>		
1st 6 months.....	\$123.49	\$133.49
2nd 6 months.....	\$128.84	\$138.84
3rd 6 months.....	\$141.68	\$151.68
4th 6 months.....	\$150.24	\$160.24
5th 6 months.....	\$158.80	\$168.80
Thereafter.....	\$168.43	\$178.43
<u>Full Time Checker, Weigher and Wrapper</u>		
1st 6 months.....	\$118.14	\$128.14
2nd 6 months.....	\$123.49	\$133.49
3rd 6 months.....	\$134.19	\$144.19
4th 6 months.....	\$141.68	\$151.68
5th 6 months.....	\$150.24	\$160.24
Thereafter.....	\$158.80	\$168.80
<u>Full Time Clerks, Checkers, Weighers & Wrappers hired after 7/3/71</u>		
1st 6 months.....	\$116.00	\$126.00
2nd 6 months.....	\$126.70	\$136.70
Then to scale		
<u>Full Time Checkers, Weighers & Wrappers hired after 7/3/71</u>		
1st 6 months.....	\$110.65	\$120.65
2nd 6 months.....	\$116.00	\$126.00
Then to scale		
<u>Journeyman.....</u>	\$4.96	\$5.26

PART TIME EMPLOYEES

Part Time Clerk, Checker, Weigher, Wrapper hired on or after 11/1/73

	Effective 11/1/73 to <u>10/5/74</u>	Effective 10/6/74 to <u>10/4/75</u>
1st 30 days	\$1.95	\$1.95
30 days to 1 year	\$2.25	\$2.40
2nd year	\$2.50	\$2.65
3rd year	\$2.75	\$2.90
Thereafter	\$3.00	\$3.15

Part Time Checker, Weigher, Wrapper hired on or after 11/1/73

1st 30 days	\$1.90	\$1.90
30 days to 1 year	\$2.20	\$2.35
2nd year	\$2.45	\$2.60
3rd year	\$2.70	\$2.85
Thereafter	\$2.90	\$3.05

3. The Employer reserves the right to determine which stores shall be designated as Supermarkets, Special Developments, Other Self-Service and Service Stores, provided however that for purposes of wages and classifications, the following will apply:
- (A) A review of each store's accumulated sales will be made at the end of the fiscal year. Each store will be classified by using a Two Quarter Average* in accordance with the volume brackets set up in this letter.
- (B) Any change in an employee's salary as a result of a store changing from one classification to another will be made by the fourth week following the close of the quarter, not retroactive to the beginning of the Quarter.
- (C) New stores or stores being remodeled — employees will be paid in accordance with the classification assigned said store by the Company. A review of the first full quarter's sales will be made and the employee's salary adjusted within four weeks after the end of the Quarter, if necessary, in accordance with this agreement, not retroactive.

- (D) No present employee will be reduced in salary as a result of this agreement, however, in the event an employee receives an increase in salary as a result of this agreement, he will also receive a reduction in salary should his store classification be reduced as a result of this agreement.
- (E) Both Union offices will be notified of any change in store classification by the fourth week after the close of the fiscal year.
- (F) The classification of Assistant Manager and Head Clerk will be governed by the classification assigned each store by the Company, not by this agreement.
- (G) The volume brackets are as follows:
- | | |
|-----------------|--------------------------------|
| - 15,000 | Other Self-Service Type Store |
| 15,001 - 30,000 | Special Development Type Store |
| over - 30,001 | Super Market Type Store |

*Summer Points - 4 Quarters Average will be taken.

4. The Employer agrees each store designated as a Supermarket will have one (1) Boxman to be paid three dollars and fifty cents (\$3.50) in excess of the Journeyman Butcher rate as specified in Schedule "A".
5. The Employer agrees that a Relief Manager of an Other Self-Service store will receive the salary of the store Manager when relieving for one (1) full week (5 or 6 days) or more, or he shall receive his regular rate plus time and one-half for all time worked in excess of five (5) days, forty (40) hours, whichever is greater.
6. The Company has the option of appointing a Co-Assistant Manager in stores where weekly volume is not less than \$50,000. Appointments will be subject to procedures described under Schedule A Paragraph three (3).

* Coffee-Dairy Head, Head Cashier - Supermarket type stores only.

SCHEDULE "B"

SCRANTON DIVISION SENIORITY AREAS

(1)	(2)	(3)
All Scranton, Pa. stores	All Binghamton, N. Y. stores	All Elmira, N. Y. stores
Elakely, Pa.	Endicott, N. Y.	Addison, N. Y.
Clarks Summit, Pa.	*Deposit, N. Y.	Canton, Pa.
Dunmore, Pa.	*Downsville, N. Y.	Cayuga Heights, N. Y.
Moscow, Pa.	Hillcrest, N. Y.	All Horseheads, N. Y. stores
Old Forge, Pa.	All Johnson City, N. Y. stores	Mansfield, Pa.
Tunkhannock, Pa.	Kirkwood, N. Y.	Painted Post, N. Y.
	*Margaretville, N. Y.	Towanda, Pa.
	Montrose, Pa.	Waverly, N. Y.
	Owego, N. Y.	*Wellsboro, Pa.
	Sidney, N. Y.	Wyalusing, Pa.
	*Walton, N. Y.	
(4)	(5)	(6)
*Brodheads ville, Pa.	Carbondale, Pa.	All Wilkes-Barre, Pa. stores
Frackville, Pa.	*Eldred, N. Y.	Dallas, Pa.
Lehighton, Pa.	*Ellenville, N. Y.	Edwardsville, Pa.
Lykens, Pa.	Forest City, Pa.	Nanticoke, Pa.
Minersville, Pa.	*Hawley, Pa.	Plymouth, Pa.
*Mt. Pocono, Pa.	*Honesdale, Pa.	West Pittston, Pa.
*Mountain Home, Pa.	*Jeffersonville, N. Y.	Wyoming, Pa.
Palmer ton, Pa.	*Liberty, N. Y.	
Pottsville	*Livingston Manor, N. Y.	
St. Clair, Pa.	*Monticello, N. Y.	
Schuylkill Haven, Pa.	*Roscoe, N. Y.	
*Stroudsburg, Pa.	*Woodridge, N. Y.	
Tamaqua, Pa.		
Tower City, Pa.		
Tremont, Pa.		
(7)	(8)	(9)
Shamokin, Pa.	All Williamsport, Pa. stores	Ashland, Pa.
Berwick, Pa.	Hughesville, Pa.	Mahanoy City, Pa.
Bloumsburg, Pa.	Loyalsock, Pa.	Mt. Carmel, Pa.
Coal Township	Mifflinburg, Pa.	Shenandoah, Pa.
Danville, Pa.	Milton, Pa.	
Freeland, Pa.	Montoursville, Pa.	
All Hazleton, Pa. stores	Muncy, Pa.	
Sunbury, Pa.	Old Lycoming, Pa.	

*Denotes Summer Point



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U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212#6723
ah

January 23, 1974



10/73

Retail Clerks International Association
1228 United Pennsylvania Bank Building
Wilkes Barre, Pennsylvania 18701Recd. 2/20/74
T.P.

Gentlemen:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we would like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Sincerely yours,

Julius Shiskin
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Greater Atlantic and Pacific Tea Company Scranton, Penn.	Locals 1687, 1393	approx 1500